

## NOCWA Interlocal Agreement Review

### Recitals

- **Eliminate sentence stating who water services shall be negotiated with**
  - *Does not add value or clarity to the purpose of NOCWA*

### Agreement

- **1.1 Composition of NOCWA**
  - *Delete Additional Members may be added ... sentence*
    - *Process is described in Item 1.2*
- **1.2 Addition of New Members**
  - *Delete a new contract with "DWSD and other" Water Suppliers to read just a new contract with the Water Supplier(s).*
- **1.6 Powers of NOCWA**
  - *Delete "including but not limited to DWSD"*
- **1.10 Revenue Requirement Allocation**
  - *Delete "DWSD or" Water Provider*
  - *Delete "commodity portion of the" revenue requirement*
    - *Wording not needed as "Revenue Requirement" is still what is finally adjusted as part of lookback process*
  - *Delete Exhibit #1 of Interlocal Agreement (Cost Allocation Methodology) as the Cost Allocation Methodology will be in the NOCWA Bylaws.*
  - *Delete last sentence*
    - *Member percentages are reviewed and adjusted each year as part of the upcoming rate setting process*
    - *They are reviewed as part of the true-up process and are the basis of the true-up calculation but the Member percentages are not adjusted*
- **1.11 Billing and Collections**
  - *Delete Exhibit #1 of Interlocal Agreement (Cost Allocation Methodology) as the Cost Allocation Methodology will be in the NOCWA Bylaws.*
  - *Deleted payment to NOCWA at least 14-days prior to supplier due date to simply "timely payments to NOCWA"*
    - *Payment for Member water services are due according to invoice date sent by Fiduciary not the due date established by water provider invoice*
- **1.12 Contracted Services**
  - *Delete "From time to time"*
  - *Delete the "cost allocation will be based on Exhibit 1" to the cost allocation will be split equally among unless otherwise agreed to via a unanimous vote of all Members*
- **1.13 Addition of New Customers**
  - *New Section describing the addition of new customers*
- **2. Manner in Which NOCWA Members May Enter into Contracts**
  - *Delete that all contracts must be approved by the "governing boards" to approved "in accordance with NOCWA Bylaws"*
  - *Delete contracts with "DWSD or its agents other" so it just states Water Providers*
- **4. Bylaws**
  - *Changed "The cost allocation table attached to the Bylaws as an exhibit" shall be adopted annually to "Exhibit #1 of the Bylaws" shall be adopted annually*
- **6. Withdrawal by Member**
  - *Change from 18-months to 24-months*

## **NOCWA Interlocal Agreement Review**

- *To be consistent with proposed Bylaws*
- *7. Terms of Agreement*
  - *7.3 Eliminated “DWSD or other” Water Provider to just Water Provider*
- *8. Termination*
  - *Changed “with DWSD or other” Water Provider to “their”*
- *Exhibit #1*
  - *Deleted Cost Allocation Methodology from Interlocal Agreement*
    - *This will be placed in NOCWA Bylaws instead to allow for flexibility in Cost Allocation methodology going forward*
- *Exhibit #2*
  - *Service Area maps*
  - *Changed to Exhibit #1*